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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/954,807	09/12/2001	Irwin Jerold Singer	17037B	8210

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KIMBERLY-CLARK WORLDWIDE, INC.  
401 NORTH LAKE STREET  
NEENAH, WI 54956

EXAMINER

AUGHENBAUGH, WALTER

ART UNIT	PAPER NUMBER
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1772

DATE MAILED: 11/17/2003

12

Please find below and/or attached an Office communication concerning this application or proceeding.

CL012

# Office Action Summary

Application No.

09/954,807

Applicant(s)

SINGER ET AL.

Examiner

Walter B Aughenbaugh

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

## Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

## Status

- 1) ☒ Responsive to communication(s) filed on 02 September 2003.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

## Disposition of Claims

- 4) ☒ Claim(s) 1-11 and 13-31 is/are pending in the application.
- 4a) Of the above claim(s) 27 is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-11, 13-26 and 28-31 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

## Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on \_\_\_\_\_ is: a) ☐ approved b) ☐ disapproved by the Examiner.  
If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

## Priority under 35 U.S.C. §§ 119 and 120

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
a) ☐ All b) ☐ Some \* c) ☐ None of:  
1. ☐ Certified copies of the priority documents have been received.  
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).  
\* See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).  
a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

## Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) \_\_\_\_\_
- 4) ☐ Interview Summary (PTO-413) Paper No(s). \_\_\_\_\_
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other:

## **DETAILED ACTION**

### ***Acknowledgement of Applicant's Amendments***

1. No amendments were made by Applicant in the Request for Reconsideration filed September 2, 2003 (Paper 11).

### ***WITHDRAWN REJECTIONS***

2. The 35 U.S.C. 112 rejection of claims 1 and 13 repeated in paragraph 10 of Paper 10 and the 35 U.S.C. 112 rejection of claim 29 made of record in paragraph 11 of Paper 10 have been withdrawn due to Applicant's arguments on pages 1-2 of Paper 11. The specification describes what is meant by the language at issue at page 8, line 30-page 9, line 11 as Applicant points out.

### ***REPEATED REJECTIONS***

3. The 35 U.S.C. 102(b) rejection of claims 1-11 made of record in paragraph 13 of Paper 10 has been repeated for the reasons previously made of record in paragraph 13 of Paper 10.
4. The 35 U.S.C. 103(a) rejection of claims 13-26 and 29-31 made of record in paragraph 14 of Paper 10 has been repeated for the reasons previously made of record in paragraph 14 of Paper 10.
5. The 35 U.S.C. 103(a) rejection of claim 28 made of record in paragraph 15 of Paper 10 has been repeated for the reasons previously made of record in paragraph 15 of Paper 10.

### ***ANSWERS TO APPLICANT'S ARGUMENTS***

6. Applicant's arguments in regard to the 35 U.S.C. 102(b) rejection of claims 1-11 as anticipated by Midkiff have been fully considered but are not persuasive.

Applicant argues that Midkiff does not teach "a pattern of unbonded discrete unbonded areas which are surrounded by bonded area". The definition of the word "pattern" that is relevant

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to the instant application is “a plan, diagram or model to be followed in making things” (Webster’s II New Riverside University Dictionary, attached). In the instant application, the “plan, diagram or model to be followed in making” the web is that the web is bonded such that it has “continuous bonded areas defining a plurality of discrete unbonded areas” as claimed in claim 1; the word “pattern” does not recite any structure itself but indicates that the “plan, diagram or model to be followed in making” the web is to form a web having the structure that is recited (i.e. “continuous bonded areas defining a plurality of discrete unbonded areas” as claimed in claim 1). Since Midkiff teaches that bonds are created “at almost every fiber crossover point” (col. 7, lines 56-56) as cited in paragraph 13 of Paper 10, Midkiff teaches the claimed structure of the pattern of the web, “continuous bonded areas defining a plurality of discrete unbonded areas”. Since bonds are created “at almost every fiber crossover point” there are “areas” in the web where the fibers are bonded at every fiber crossover point, and these areas are therefore “continuous bonded areas”. Furthermore, since bonds are created “at almost every fiber crossover point” there are fiber crossover points in the web where the fibers are not bonded at these particular fiber crossover points, and these particular fiber crossover points are “discrete unbonded areas” that are “defin[ed]” by the “continuous bonded areas” of the web. Since bonds are created “at almost every fiber crossover point”, the condition that there are more than one “discrete unbonded areas” is included in the teaching of Midkiff. Not only are the fiber crossover points in the web where the fibers are not bonded “discrete unbonded areas”, but each segment of each fiber that is between bonding points is also a “discrete unbonded area”, and the spaces among the fibers are “discrete unbonded areas”. Therefore, Midkiff teaches “a pattern having continuous bonded areas defining a plurality of discrete unbonded areas”. Applicant argues that

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“the bonding in Midkiff is random” but this is unsupported; Midkiff does not use the word “random” in describing the spatial relationship between the bonds at the fiber crossover points and does not suggest that “the bonding in Midkiff is random”. Applicant argues that Midkiff teaches “random bonding of the fibers” because the bonds are formed “in the random manner in which the fiber cross one another”, but Midkiff does not teach that the fibers “cross one another” in a “random manner”. Midkiff teaches the structure of the “pattern” claimed by Applicant; i.e. Midkiff teaches “continuous bonded areas defining a plurality of discrete unbonded areas” as claimed in claim 1. Furthermore, note that within the definition of “pattern” provided above, a random spatial arrangement of bond points itself would be a pattern.

7. Applicant’s arguments in regard to the 35 U.S.C. 103(a) rejection of claims 13-26 and 29-31 over Midkiff in view of Drew have been fully considered but are not persuasive.

Applicant argues that “Had using an electret treated nonwoven been obvious to one skilled in the art, Drew would have surely stated that the nonwoven web should be electret treated” and therefore the “non-obviousness of the present invention” is “further support[ed]”, but the Office Action states that it would have been obvious “to have replaced the protective spunbonded nonwoven sheet of Drew with the electret treated spunbond nonwoven protective web of Midkiff”. The fact that the web of Drew is not electret treated is not at issue as the rejection stands. Applicant’s statement that “Drew would have surely stated that the nonwoven web should be electret treated” is speculation, and the fact that Drew does not teach that the web is electret treated indicates absolutely nothing about the obviousness or unobviousness of electret treating a nonwoven web. Note that Drew does not teach that the web should not be electret treated. Applicant argues that “Drew would not want to electret treat his nonwoven web, since

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the electret treatment would have drawn particles to the nonwoven web", but the proposed combination of references does not propose electret treating the web of Drew; this argument and the remainder of the arguments on page 5 of Paper 11 regarding the web of Drew are irrelevant as the rejection stands. The fact that Drew does not describe a "specific bond pattern" as Applicant points out is actually a reason that the proposed combination of references is appropriate; one of ordinary skill in the art would have recognized to have replaced the protective spunbonded nonwoven web of Drew with the protective spunbonded nonwoven web of Midkiff (really, to use the protective spunbonded nonwoven web of Midkiff as the protective spunbonded nonwoven web of Drew).

8. Applicant's arguments in regard to the 35 U.S.C. 103(a) rejection of claim 28 have been fully considered but are not persuasive. Applicant's arguments rely entirely upon Applicant's arguments in regard to the 35 U.S.C. 102(b) rejection of claims 1-11 as addressed above.

### ***Conclusion***

9. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event,

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however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

10. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Walter B. Aughenbaugh whose telephone number is 703-305-4511. The examiner can normally be reached on Monday-Thursday from 9:00am to 6:00pm and on alternate Fridays from 9:00am to 5:00pm.


If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Harold Pyon, can be reached on 703-308-4251. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9310.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-308-0661.

wba

11/05/03

WBA

  
HAROLD PYON  
SUPERVISORY PATENT EXAMINER  
1772

4/15/03